

MEMORANDUM OF OPTION AGREEMENTS

2067383-AL

This **MEMORANDUM OF OPTION AGREEMENTS** (this "**Memorandum**") is made and entered into as of the 4th day of May, 2005 (the "**Effective Date**") by and among **DTC EASTGATE 1, LLC**, a Mississippi limited liability company ("**Developer**"), **COLLEGE ROAD LAND COMPANY, LLC**, a Mississippi limited liability company ("**CRLC**"), and **HELEN OF TROY, L.P.**, a Texas limited partnership ("**HOT**").

RECITALS:

WHEREAS, **CRLC** is the owner of approximately 30.64 acre tract of real property located in DeSoto County, Mississippi ("**Option Tract**"), which real property is more particularly described on Exhibit A, attached hereto;

WHEREAS, **CRLC** has by Option Agreement with an effective date of even date herewith ("**CRLC Option**") granted to **Developer** an option to acquire the Option Tract on the terms and provisions set forth in the **CRLC Option**;

WHEREAS, **Developer** has by Option Agreement dated May 2, 2005 ("**HOT Option**") granted to **HOT** an option to acquire the Option Tract on the terms and provisions set forth in the **HOT Option**;

WHEREAS, **CRLC**, **HOT** and **Developer** which to record this Memorandum in order to give constructive notice of the **HOT Option** and the **CRLC Option**.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CRLC**, **HOT** and **Developer** hereby agree as follows:

1. All of the terms and conditions of the **CRLC Option** are hereby incorporated herein by reference as if fully set forth herein.
2. All of the terms and conditions of the **HOT Option** are hereby incorporated herein by reference as if fully set forth herein.
3. This Memorandum is solely for public notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of either the **CRLC Option** or the **HOT Option**. This Memorandum is intended to and does run with the Option Tract and is binding on **CRLC** and **Developer** and any future owners of all or any portion of the Option Tract.
4. The **CRLC Option** can only be exercised by **Developer** if **HOT** exercises the **HOT Option**.
5. The **HOT Option** expires by its terms on the date that is 24 months after **HOT** acquires Tract 1 (as such terms are defined in the **CRLC Option**) from **Developer**.
6. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the **HOT Option**, the provisions of the **HOT Option** shall govern.

7. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the CRLC Option, the provisions of the CRLC Option shall govern.

8. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original. The signatures to this Memorandum may be executed and notarized on separate pages and, when attached to this Memorandum, shall constitute one complete document.

Executed on the dates set forth below to be effective as of the Effective Date.

HOT:

Helen of Troy, L.P.,
a Texas limited partnership

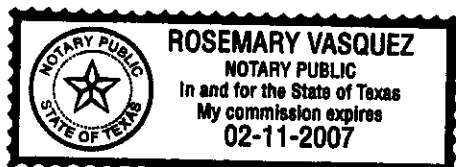
By: Helen of Troy Nevada Corporation,
Its General Partner

By: [Signature]
Name: VINCENT D. CARSON
Title: Vice President
Date of Execution: May 3, 2005

STATE OF Texas

COUNTY OF El Paso

Personally appeared before me, the undersigned authority in and for said county and state on this 3rd day of May, 2005, within my jurisdiction, the within named Vincent D. Carson, duly identified before me, who acknowledged that (s)he is Vice President of Helen of Troy, L.P., a Texas limited partnership for and on behalf of said limited partner, in its capacity as general partner Helen of Troy, L.P., a Texas limited partnership, for and on behalf of said limited liability company and as its act and deed, (s)he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.



[Signature]
Notary Public, State of Texas

My commission expires: 2-11-07

DEVELOPER:

DTC EASTGATE 1, LLC,
a Mississippi limited liability company

By: DTC Phase III, LLC,
a Delaware limited liability company,
its sole member

By: Dewitt T. Hicks III
Name: Dewitt T. Hicks III
Title: Executive Vice President
Date of Execution: April 13, 2005

STATE OF Texas
COUNTY OF Dallas

Personally appeared before me, the undersigned authority in and for said county and state on this 3rd day of April 2005, within my jurisdiction, the within named, duly identified before me, Dewitt T. Hicks III who acknowledged that he is Executive Vice President of DTC Phase III, LLC, a Texas limited liability company for and on behalf of said limited liability company, in its capacity as the sole member of DTC EASTGATE 1, LLC, a Mississippi limited liability company, for and on behalf of said limited liability company and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.



Melinda Northrup
Notary Public, State of _____

My commission expires: _____

CRLC:

COLLEGE ROAD LAND COMPANY, LLC,
a Mississippi limited liability company

By: _____

Name: Philip H. Freeburg
Title: Manager

By: _____

Name: Lawrence H. Keesee
Title: Manager

Date of Execution: May 4, 2005

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said county and state on this 4 day of May, 2005, within my jurisdiction, the within named Philip H. Freeburg and Lawrence H. Keesee, duly identified before me, who acknowledged that they are Managers of College Road Land Company, LLC a Mississippi limited liability company for and on behalf of said limited liability company and as its act and deed, (s)he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Notary Public, State of Tennessee

My commission expires: _____

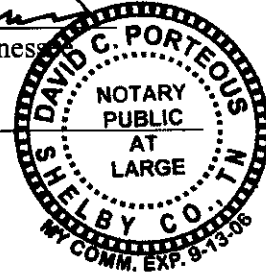


EXHIBIT A

LEGAL DESCRIPTION OF OPTION TRACT

Property Description of part of the College Road Land Co. LLC, property as described in Book 375 Page 21 in the Northeast Quarter of Section 13, Township 2 South, Range 8 West in the city of Southaven, Desoto County, Mississippi and being more particularly described as follows:-

Commencing at a buggy axle found at the recognized and accepted Northwest corner of Section 13, Township 2 South, Range 8 West in the city of Southaven, Desoto County, Mississippi; thence North 89 Degrees 56 Minutes 19 Seconds East with the north line of said Section 13 a distance of 3163.28 feet to an iron pin set in the south line of the Mississippi Purchase Corporation property as described in Book 410 Page 551 said iron pin being the true point of beginning; thence North 89 Degrees 56 Minutes 19 Seconds East with the north line of said Section 13 and the south line of the said Mississippi Purchase Corporation Property a distance of 1278.57 feet to a point in the west line of future Pepper Chase Drive (68 foot right-of-way); thence South 07 Degrees 58 Minutes 01 Seconds East with the west line of future Pepper Chase Drive a distance of 905.19 feet to a point; thence South 37 Degrees 23 Minutes 27 Seconds West a distance of 32.60 feet to a point in the north line of future College Road (68 foot right-of-way); thence South 82 Degrees 44 Minutes 55 Seconds West with the north line of future College Road a distance of 481.77 feet to a point of curvature; thence southwestwardly along a curve to the right having a radius of 4988.00 feet with the north line of future College Road a distance of 625.94 feet (chord = South 86 Degrees 20 Minutes 37 Seconds West 625.53 feet, Delta = 07 Degrees 11 Minutes 24 Seconds) to a point of tangency; thence South 89 Degrees 56 Minutes 19 Seconds West with the north line of future College Road a distance of 280.96 feet to an iron pin set; thence North 00 Degrees 03 Minutes 41 Seconds West a distance of 1021.99 feet to the point of beginning and containing 30.64 acres more or less.

Description prepared from records and is subject to survey.

The subject property is located in the Northeast Quarter, Section 13, Township 2 South, Range 8 West, De Soto County, Mississippi, and contains 30.64 acres, subject to survey.

Indexing Instructions:

Northeast Quarter
Section 13
Township 2 South
Range 8 West

Grantors' Addresses:

DTC Eastgate, LLC
Three Lincoln Centre
5430 LBJ Freeway
Suite 800
Dallas, TX 75240
(972) 201-2972

College Road Land Co., LLC
4646 Poplar Ave., Suite 401
Memphis, TN 38117
(901) 684-1178

Grantee's Address:

Helen of Troy, L.P.
One Helen of Troy Plaza
El Paso, Texas 79912
(915) 225-8033

This Instrument was prepared by:

Melinda Northrup
Hillwood Investment Properties
Three Lincoln Centre
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Dallas, TX 75240
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